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THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

No. _____

COMPLAINT FOR BREACH OF
CONTRACT, SECURITIES FRAUD
AND UNJUST ENRICHMENT
DEMAND FOR JURY TRIAL

MR. SULTAN WAZIRI, a citizen of the
United States of America and resident of the
state of California,

Plaintiff,

v.

MRS. LAILA WAZIRI, a citizen of
Toronto, Ontario, Canada,

Defendant,

- construction was completed, Plaintiff rented the house using Defendant as the manager.
- entering into a verbal agreement and Plaintiff's transfer of the funds (still in 2004). Once the
9. The construction of the Property was completed within (6) months of the parties
- Power of Attorney ("POA") on the Property by Plaintiff.
8. During this period of time, and at the Defendant's request, Defendant was given
- balance required to complete the building of the Property.
7. Plaintiff subsequently invested \$110,000 of his personal capital and borrowed the
- (Farid/Defendant) to build a larger house.
- lieu of a larger house. They offered to transfer the house to Plaintiff which would allow them
- property (\$10,000 – \$15,000) but subsequently decided that they did not need "that house" in
6. At the time they informed Plaintiff that they had already remitted a deposit on a
- ("Farid") were participating in as investors.
- Laila Waziri ("Laila") regarding new developments that she and her husband Farid Waziri
5. Beginning in early 2004, Plaintiff Sultan Waziri was approached by Defendant

FACTUAL ALLEGATIONS

INVESTING IN CANADIAN REAL ESTATE

- resident of this District.
4. Venue in this District is appropriate under 28 U.S.C. § 1391 as Sultan Waziri is a
- controversy exceeds \$75,000, excluding interest and costs.
- § 1332(a) as the Plaintiff and Defendant are citizens of different states, and the amount in
3. The Court has subject matter jurisdiction based on diversity under 28 U.S.C.

JURISDICTION AND VENUE

- the Plaintiff.
2. Defendant Laila Waziri is a citizen of Toronto, Ontario, Canada and is the sister of
- of the state of California. He is the brother of the Defendant.
1. Plaintiff Sultan Waziri is a citizen of the United States of America and a resident

PARTIES

10. Through 2006 Plaintiff did not receive any proceeds from the Property that had previously been constructed and subsequently rented out by Defendant for Plaintiff.
11. Later that year, Defendant contacted Plaintiff to request a POA so that she could sell the Property. She further stated in this discussion that she would "reinvest" the proceeds collected from the sale into new investments.
12. In 2007 a POA prepared by an attorney retained by Defendant was forwarded to Plaintiff who lives in the U.S. In this POA Defendant is identified wrongly as Plaintiff's sister, in fact she is his niece (her mother and Plaintiff are siblings).
13. Several months later, when Plaintiff inquired about the Property being sold, he was informed by Defendant that the house had been sold and that she would keep the proceeds therefrom because, as she stated "Plaintiff owed Farid \$100,000 from an unrelated Arizona investment".
14. Although it is unclear when the Property was sold, Plaintiff estimates that Defendant profited a minimum of \$200,000 from the sale of the Property.
15. In 2009, Plaintiff purchased a condo in Toronto. The purchase was funded through a loan and \$100,000 of Plaintiff's personal capital that was used as the down payment. The lien against the property was for \$150,000.
16. In 2011 Plaintiff gave Defendant a POA for the condo with the intention that Defendant would sell the condo. A few weeks later, Plaintiff contacted Defendant to inform her that he changed his mind and did not want the condo sold. Defendant agreed not to sell the condo and informed Plaintiff that the tenant who rented the condo had "destroyed it".
17. Without Plaintiff's knowledge, and against his requests, Defendant sold the condo and failed to report the sale to Plaintiff or distribute any of the proceeds from the sale to him.
18. When contacted by Plaintiff regarding the proceeds from the sale of the condo Defendant said that Plaintiff owed her husband money and for that reason she would not remit any of the proceeds from the sale of the condo to him (Plaintiff).
19. Soon after the foregoing conversation with Defendant, her husband: Farid, asked to borrow \$50,000 from Plaintiff which he ultimately loaned him in reliance on promises and

other misrepresentations made by Defendant and her husband.

20. The attorney representing Defendant in the condo matter received a deposit in the amount of \$29,816 which was the last deposit made. This deposit came from a business operating account owned by Plaintiff and the Defendant's husband.

21. In February 2014 Plaintiff traveled to Ontario to check on the various investments that had been made with Defendant. He was informed by Defendant's husband that no profits had been generated. However no bank statements, tax returns or other documentation were shown to Plaintiff to support these statements.

22. As of June 30, 2015 Plaintiff has never received any proceeds from any of the investments that he had made to that point, nor had he received any of the invested capital back or documentation that would show his ownership in the properties.

23. Plaintiff recently found himself facing financially difficult times that caused him to resort to driving a cab in order to support himself. Being aware of his circumstances, Defendant has continued to refuse to repay any of the capital that was previously invested by Plaintiff or any of the proceeds from the rental or sale of any of either of the properties or to remit the \$50,000 loan that was made to Defendant's husband.

24. Defendant engaged in a fraudulent enterprise beginning with her first discussion with Plaintiff. The outcome illustrates that Defendant's intentions throughout were to defraud and otherwise steal Plaintiff's capital and reinvest it in her and her husband's enterprises.

25. Defendant and her husband operated in concert to defraud and otherwise engage in the ongoing theft of Plaintiff's capital. Defendant provided false and misleading information as well as individually and in concert denied Plaintiff of access to the books and records associated with the various enterprises that Plaintiff invested in.

26. Defendant's fraudulent receipt of revenue generated as a result of the rental of the original Property and her subsequent conversion of that capital as a result of her failure to remit any of these funds to Plaintiff have allowed her to continue to reinvest and wrongfully build a significant revenue stream and asset base.

27. Defendant fraudulently sold the original Property, netting approximately

31. Plaintiff hereby restates and re-alleges the allegations set forth in paragraphs 1 through 31 above and incorporates them by reference.

32. Plaintiff entered into both written and verbal agreements with the Defendant throughout the course of their dealings. As a result of Defendant's statements to Plaintiff,

Breach of Contract

FIRST CLAIM FOR RELIEF

previously invested.

30. The transactions that were presented to Plaintiff and fraudulently managed by Defendant represent more than a decade of continuous fraudulent activities perpetrated against an unsuspecting and giving person. For his charity, Plaintiff has received little more than excuses and outright refusals to repay his investment capital or any portions of the returns generated therefrom. Acting as a co-conspirator, Farid Waziri actually requested and received a \$50,000 loan after his wife Defendant refused to repay Plaintiff any portions of the capital previously invested.

29. Defendant has caused Plaintiff irreparable harm in actual capital as well as the loss of opportunities to increase his capital base through further investments and returns therefrom.

28. Each and every time that Defendant requested and received a power of attorney Plaintiff's capital that was derived from this sale is wrong and further harms Plaintiff. further indication of Defendant's malicious intent. Defendant's continued possession of is one half the amount approximated to have been earned by Defendant through the sale is most favorable to Defendant, the fact that the amounts that she claimed were owed to Plaintiff \$200,000, and refused to remit any of the proceeds to Plaintiff. Even when construed in a light